

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA**

In re:

Carol Lynne Myers,  
Debtor.(s)

Case No. 21-00345-jw

Chapter 13

**OBJECTION TO CONFIRMATION**

Sloane Realty, LLC (“Landlord”) a Landlord and party in interest in the above captioned case, by and through its undersigned attorney, hereby files its Objection to Confirmation of the filed plan (“Objection”), on the following grounds:

**Statutory Basis**

1. This Court has jurisdiction of this proceeding under 28 U.S.C. §157(b)(2)(G).
2. Venue is proper in this Court pursuant to 28 U.S.C. § 1408 and § 1409.
3. The statutory predicates for relief are 11 U.S.C. § 365, 502, 503, 507, 541, 1323, 1325; Federal Rules of Bankruptcy Procedure 3015; and Local Bankruptcy Rules 3015-1, 3015-2, 3015-3.

**Facts**

4. Landlord manages the rental agreement for the Debtor’s residence located 1347 Valley Rd Charleston, SC 29412.

5. The original lease was dated March 2, 2011 and expired by operation of the agreement on March 31, 2012 (“Original Lease”).

6. This lease was extended multiple times until the final extension dated November 8, 2017 (“Final Extension”). See Exhibit A.

7. The final extension was to allow for a month-to-month tenancy which was cancelable by either party upon 30 days’ notice.

**Argument**

8. Landlord is objecting to the confirmation of the Plan because it proposes to assume a lease pursuant to 11 U.S.C. § 365(d)(2) the debtor may assume or reject an “unexpired lease of residential real property . . . .” The lease that the Debtor is assuming is a month-to-month lease with a provision to allow for the termination upon 30 days’ notice.

9. Landlord asserts that there is no unexpired lease that can be assumed and there only exists a tenancy at will terminable upon 30 days of notice.

10. Even if the Debtor were permitted to assume this tenancy at will, such tenancy can only be assumed for a period of 30 days. Landlord is hereby expressing its intent to cancel the tenancy upon the conclusion of the next 30-day period.

11. Such a period would terminate on or before April 30, 2021.

12. Additionally, any rent incurred by the Debtor from the petition date is entitled to priority under 11 U.S.C. § 365 and must be included in the plan pursuant to the heightened payout under 11 U.S.C. § 503(b). *See In re Circuit City Stores, Inc.*, 447 B.R. 475, 508 (Bankr. E.D. Va. 2009). As such Landlord is requesting that the Plan be modified to address any failure by the Debtor to pay rent during the pendency of this case and until such time as the Debtor is removed from the property.

WHEREFORE, Movant respectfully requests that after such notice and hearing as this Court deems appropriate, the Court deny confirmation of the Plan or in the alternative direct the Debtor to amend the Plan to conform to this objection, and to award any additional relief as the Court may deem proper.

Date Filed: March 12, 2021

**Markham Law Firm, LLC**

/s/ Sean Markham  
Sean Markham I.D. # 10145  
Attorney for Warren Sloane  
PO Box 20074  
Charleston, SC 29413-0074  
Tel: (843) 284-3646  
sean@markhamlawsc.com

# Exhibit A



**Sloane Realty**  
**Property Management and Sales**  
1982 Maybank Hwy ~ Charleston, SC 29412  
(843) 795-4461 ~ (843) 795-1059 (fax)  
**www.SloaneTeamRealty.com**

RENEWAL OF RESIDENTIAL RENTAL AGREEMENT

This Renewal Agreement dated November 8, 2017, is a rider to and forms a part of the original Residential Rental Agreement (the "AGREEMENT") dated March 2, 2011 between **Sloane Realty**, Landlord and Carol Myers Tenant(s) for the property located at the

following address:

1347 Valley Road

Street Address

Charleston, SC 29412

City, State, Zip

in Charleston County in the State of South Carolina

The Agreement is hereby extended for an additional term of: (Initial one of the following choices)

- ☐ 12 MONTHS: Commencing \_\_\_\_\_ and ending \_\_\_\_\_ @ \_\_\_\_\_ per month
- ☐ 6 MONTHS: Commencing \_\_\_\_\_ and ending \_\_\_\_\_ @ \_\_\_\_\_ per month
- ☒ MONTH-to-MONTH: Commencing December 1, 2017 and ending upon 30 Day Notice @ \$1,350.00 per month

☐ I do not want to renew my lease agreement. This constitutes my 30 Day Notice once it has been returned to the office. As always, 30 Day Notice must be given from the 1<sup>st</sup> of the month prior to your move out date.

- Note: if you do not return this form, your rent will automatically be adjusted to the month-to-month rate listed above

**ADDITIONAL TERMS:** \_\_\_\_\_

Tenant agrees to allow any and all repairs to be made to the home during the tenancy. Tenant will accommodate for the repairs by

moving items as needed. Tenant will provide access to Sloane Realty or any vendor sent by Sloane Realty. Tenant agrees to keep rent current and paid

in full before the 5th of the month. In exchange for keeping this agreement the owner will waive \$1,910.70 in late fees currently on the account.

Future late fees occurred by tenant will NOT be removed. If at anytime this agreement is not upheld all past late fees will be reinstated to the account.

ALL OTHER COVENANTS AND CONDITIONS OF THE AGREEMENT SHALL REMAIN IN EFFECT, AND NO COVENANT OR CONDITION OF THE AGREEMENT SHALL BE DEEMED WAIVED BY ANY ACTION OR NON-ACTION IN THE PAST

[Signature]  
Landlord or Representative of  
Sloane Realty

Carol Myers  
Tenant

11-8-17  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

11-8-2017

Date Accepted

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:  
CAROL LYNNE MYERS,

CASE NO: 21-00345-jw

**DECLARATION OF MAILING  
CERTIFICATE OF SERVICE**

Chapter:

On 3/12/2021, I did cause a copy of the following documents, described below,  
OBJECTION TO CONFIRMATION

to be served for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

I caused these documents to be served by utilizing the services of BK Attorney Services, LLC d/b/a certificateofservice.com, an Approved Bankruptcy Notice Provider authorized by the United States Courts Administrative Office, pursuant to Fed.R.Bankr.P. 9001(9) and 2002(g)(4). A copy of the declaration of service is attached hereto and incorporated as if fully set forth herein.

Parties who are participants in the Courts Electronic Noticing System ("NEF"), if any, were denoted as having been served electronically with the documents described herein per the ECF/PACER system.

DATED: 3/12/2021

/s/ Sean Markham  
Sean Markham 76088  
Markham Law Firm, LLC  
PO Box 20074  
Charleston, SC 29413  
843 284 3646

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF SOUTH CAROLINA

IN RE:  
CAROL LYNNE MYERS,

CASE NO: 21-00345-jw

**CERTIFICATE OF SERVICE  
DECLARATION OF MAILING**

Chapter:

On 3/12/2021, a copy of the following documents, described below,

**OBJECTION TO CONFIRMATION**

were deposited for delivery by the United States Postal Service, via First Class United States Mail, postage prepaid, with sufficient postage thereon to the parties listed on the mailing list exhibit, a copy of which is attached hereto and incorporated as if fully set forth herein.

The undersigned does hereby declare under penalty of perjury of the laws of the United States that I have served the above referenced document(s) on the mailing list attached hereto in the manner shown and prepared the Declaration of Certificate of Service and that it is true and correct to the best of my knowledge, information, and belief.

DATED: 3/12/2021



Jay S. Jump  
BK Attorney Services, LLC  
d/b/a certificateofservice.com, for  
Sean Markham  
Markham Law Firm, LLC  
PO Box 20074  
Charleston, SC 29413

CASE INFO

LABEL MATRIX FOR LOCAL NOTICING  
04202  
CASE 21-00345-JW  
DISTRICT OF SOUTH CAROLINA  
CHARLESTON  
FRI MAR 12 14-37-08 EST 2021

1ST FINANCAL  
PO BOX 60429  
CHARLESTON SC 29419-0429

BANK OF AMERICA NA  
P O BOX 982284  
EL PASO TX 79998-2284

DEMETRIS BULLOCK  
1100 RIVER ROAD APT 2E  
HANAHAN SC 29410-2040

ENHANCED RECOVERY COMPANY  
ATTN BANKRUPTCY  
8014 BAYBERRY ROAD  
JACKSONVILLE FL 32256-7412

FIRST PREMIER BANK  
ATTN BANKRUPTCY  
PO BOX 5524  
SIOUX FALLS SD 57117-5524

INTERNAL REVENUE SERVICE  
CENTRALIZED INSOLVENCY OPERATIONS  
PO BOX 7346  
PHILADELPHIA PA 19101-7346

JAMES ISLAND MAGISTRATE  
615 RIVERLAND DRIVE  
CHARLESTON SC 29412-2739

JEFFERSON CAPITAL SYSTEMS LLC  
PO BOX 7999  
SAINT CLOUD MN 56302-7999

LVNV FUNDING LLC  
RESURGENT CAPITAL SERVICES  
PO BOX 10587  
GREENVILLE SC 29603-0587

MEDICREDIT INC  
ATTN BANKRUPTCY  
PO BOX 1629  
MARYLAND HEIGHTS MO 63043-0629

ROBERT R MEREDITH JR  
4000 FABER PLACE DRIVE  
SUITE 120  
N CHARLESTON SC 29405-8585

MEREDITH LAW FIRM LLC  
4000 FABER PLACE DRIVE  
SUITE 120  
NORTH CHARLESTON SC 29405-8585

MIDLAND CREDIT MANAGEMENT INC  
PO BOX 2037  
WARREN MI 48090-2037

DEBTOR

CAROL LYNNE MYERS  
1347 VALLEY ROAD  
CHARLESTON SC 29412-9719

NAVY FEDERAL CREDIT UNION  
ATTN BANKRUPTCY  
PO BOX 3000  
MERRIFIELD VA 22119-3000

PRA RECEIVABLES MANAGEMENT LLC  
PO BOX 41021  
NORFOLK VA 23541-1021

PROFESSIONAL FINANCIAL SERVICES  
5325 PARK FOREST PARKWAY  
SUITE E  
NORTH CHARLESTON SC 29418-2753

PROFESSIONAL FINANCIAL SERVICES  
P O BOX 1893  
SPARTANBURG SC 29304-1893

REGIONAL FINANCE CORP  
1200 SAM RITTENBERG BLVD STE B  
CHARLESTON SC 29407-5006

SC DEPARTMENT OF REVENUE  
PO BOX 12265  
COLUMBIA SC 29211-2265

SCDMV  
FINANCIAL RESPONSITILITY  
PO BOX 1498  
BLYTHEWOOD SC 29016-1498

SANTANDER CONSUMER USA  
ATTN BANKRUPTCY  
PO BOX 961245  
FORT WORTH TX 76161-0244

SECURITY FINANCE CENTRAL BANKRUPTCY  
P O BOX 1893  
SPARTANBURG SC 29304-1893

CM/ECF E-SERVICE

(+) SYNCHRONY BANK  
CO PRA RECEIVABLES MANAGEMENT LLC  
PO BOX 41021  
NORFOLK VA 23541-1021

TEA OLIVE LLC  
PO BOX 1931  
BURLINGAME CA 94011-1931

~~EXCLUDE~~

~~US TRUSTEES OFFICE  
STROM THURMOND FEDERAL BUILDING  
1035 ASSEMBLY STREET  
SUITE 950  
COLUMBIA SC 29201-2440~~

PARTIES DESIGNATED AS "EXCLUDED" WERE NOT SERVED BY FIRST CLASS MAIL  
PARTIES WITH A '+' AND DESIGNATED AS "CM/ECF FURNITURE" RECEIVED ELECTRONIC NOTICE THROUGH THE CM/ECF SYSTEM

WORLD FINANCE CO 90  
ATTN BANKRUPTCY  
PO BOX 6429  
GREENVILLE SC 29606-6429

JAMES M WYMAN  
PO BOX 997  
MOUNT PLEASANT SC 29465-0997



(Trustee)  
James M. Wyman  
PO Box 997  
Mount Pleasant, SC 29465-0997  
  
13info@charleston13.com

(U.S. Trustee)  
US Trustee's Office  
Strom Thurmond Federal Building  
1835 Assembly Street  
Suite 953  
Columbia, SC 29201  
  
USTPRegion04.CO.ECF@usdoj.gov

(Creditor)  
Synchrony Bank  
c/o PRA Receivables Management, LLC  
PO Box 41021  
Norfolk, VA 23541  
  
claims@recoverycorp.com

(Debtor)  
Carol Lynne Myers  
1347 Valley Road  
Charleston, SC 29412  
represented by:  
Robert R. Meredith, Jr.  
4000 Faber Place Drive  
Suite 120  
N. Charleston, SC 29405  
  
rm@meredithlawfirm.com